

STATE OF CONNECTICUT  
DEPARTMENT OF SOCIAL SERVICES

## CONTRACT AMENDMENT

**Contractor:** HEWLETT-PACKARD  
**Contractor Address:** 195 SCOTT SWAMP ROAD, FARMINGTON, CT 06032  
**Contract Number:** 052EDS-MOP-01 / 05DSS6701IW  
**Amendment Number:** A7  
**Amount as Amended:** \$192,809,441.00  
**Contract Term as Amended:** 08/17/05 - 09/30/16

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The contract between Hewlett-Packard (the Contractor or HPES) and the Department of Social Services (the Department), which was last executed by the parties and approved by the Office of the Attorney General on 07/03/2013, is hereby further amended as follows:

1. The total maximum payable under this contract is increased by \$51,510,171.00 from \$141,299,270.00 to \$192,809,441.00.
2. Pursuant Section 1, subsection 1.4 (b) titled CONTRACT PERIOD of the original agreement, the Department has elected to exercise two (2) of the three (3), one-year contract extensions, extending the Contract through September 30, 2016.
3. Pursuant to Section 1.5 of the original contract the parties agreed to system modifications contained in memo(s): (1) Dated May 28, 2013, titled SSA DEATH MASTER FILE BILLING AGREEMENT; and (2) Signed March 31, 2014, titled ACCESS HEALTH CT MEDICAID ELIGIBILITY CALL CENTER AGREEMENT- each requiring modifications allowable as a part of the Maintenance and Modifications Task support, which do not require formal contract amendment. The modifications within these memos are hereby rescinded and replaced.
4. Part 1, Section 7.A, titled MODIFICATION OF CONTRACT TRANSACTION VOLUMES in Amendment (6) shall be modified to accurately reflect that the Contractor and the Department jointly agree to extend the Modification of Contract Transaction Volumes for the agreement's extension period.
5. Part 1, Section 7.A, titled MODIFICATION OF CONTRACT TRANSACTION VOLUMES in Amendment (6). will be modified to reflect the pricing schedule found in Exhibit A and will be carried forward for the Contract extension period.

Pricing Schedule	Description
2h-part 1 2i-part 1	Pharmacy claims
2h-part 2 2i-part 2	Non pharmacy claims
2h-part 4 2i-part 4	Pharmacy Prior Authorization
2h-part 6 2i-part 6	E-prescribing eligibility

6. Part 1, Section 18. A, in Amendment Two (2) is amended, in part, to extend the HUSKY B program and First Data Bank annual pricing schedule to carry forward the October 2013-September 2014 annual fee of \$82,000. The fee will be billed monthly. The Department funds will be paid utilizing the following schedule:

February 2008-September 2008	\$120,000
October 2008-September 2009	\$147,000
October 2009-September 2010	\$150,000
October 2010-September 2011	\$153,000
October 2011-September 2012	\$156,000
October 2012-September 2013	\$160,000
October 2013-September 2014	\$164,000
October 2014-September 2015	\$82,000
October 2014-September 2016	\$82,000

7. Part 1, Section 6. J. in Amendment Six (6) , is deleted in its entirety and replaced with the following:

Using the MMIS contract invoice process, the Department will be billed for upfront and on-going shared infrastructure fees. For the upfront purchases and the installation/configuration of the leveraged environment, the Department will be invoiced during the implementation period upon acceptance of the design. For on-going maintenance and hosting charges, the Department will be billed monthly after system go-live, using the MMIS contract invoicing process. The following table documents the infrastructure fees.

HPES and the Department jointly agree to extend the ACA 1104 leveraged infrastructure hosting and maintenance pricing agreement.

CT Infrastructure Fees	
*Ongoing monthly hosting and maintenance fee @ \$9,500/month for 12 months (10/2014 - 9/2015)	\$114,000.00
*Ongoing monthly hosting and maintenance fee @ \$9,500/month for 12 months (10/2015 - 9/2016)	\$114,000.00
<b>Total Ongoing Maintenance Fees for 12 Month Period</b>	<b>\$228,000.00</b>

8. Pursuant to Section 1, Subsection 1.5 (a), titled GENERAL CONTRACT PROVISIONS of the original agreement, The Contract may make additional services available to the Department on a time and materials, per diem, or other mutually acceptable financial basis as negotiated by project or activity. These activities are anticipated to be in support of the state health care initiatives, and may include clerical support to eliminate

state backlogs and outreach efforts. The Contractor and the Department understand that these additional services may include funding from state only programs or grants.”

Pursuant to Section 1, Subsection 1.5(d), titled GENERAL CONTRACT PROVISIONS of the original agreement, the Department permits the expansion of the scope of work covered by the contract or additional compensation in excess of the amount set forth...[if the request] may be based on new requirements resulting from changes in State or Federal regulations and may require enhanced Federal funding support to implement. In general, changes requiring system modifications shall be performed by the Contractor as part of the Maintenance and Modifications Task support and shall not require a contract amendment or additional funding.

A memo dated May 28, 2013; Subject titled, SSA DEATH MASTER FILE BILLING AGREEMENT, was written by Greg Jackson, the Contractor's Account Executive, to Mark Heuschkel, the Department's Executive Medical Administration Manager of Medical Operations, in the form of Exhibit A. The purpose of the memo was to document the billing agreement between HP and the Department. The agreement is hereby amended by deleting all provisions of the letter in their entirety, replacing its terms with the following:

- A. HPES will purchase the Social Security Administration Death Master File (DMF), and the annual subscription for monthly updates. This data will be integrated into the CT MMIS for automated processing
- B. HPES will bill the Department monthly for the annual DMF subscription for monthly updates and bill the Department in May each year for the annual subscription for this service until directed by the Department to discontinue.

2013 SSA DMF Pricing			
Product	Fee	Payment Frequency	Comments
SUB-5251: SSA Death Master File (Full File)	\$1,825.00	One Time	Purchasers of the Full File, who intend to keep their Death Master File current, ARE REQUIRED to purchase a subscription to the DMF Weekly or Monthly Updates file, beginning with the week or month following the closing date of the current Full File. This is a MANDATE from the Social Security Administration.  (The DMF full file was purchased May 2013, pursuant to SSA Death Master File additional services agreement dated May, 28th 2013.)
SUB-5446: SSA Death Master File Monthly Updates	\$4,100.00	Annual (Invoiced May each year)	Annual fee for monthly updates (subject to NTIS pricing changes)

9. Pursuant to Section 1, Subsection 1.5 (a) titled GENERAL CONTRACT PROVISIONS the Contract may make additional services available to the Department on a time and materials, per diem, or other mutually acceptable financial basis as negotiated by project or activity. These activities are anticipated to be in support of the state health care initiatives, and may include clerical support to eliminate state backlogs and outreach

efforts. The Contractor and the Department understand that these additional services may include funding from state only programs or grants.

Pursuant to Section 1, subsection 1.5 (d), labeled GENERAL CONTRACT PROVISIONS of the original agreement, the Department permits the expansion of the scope of work covered by the contract or additional compensation in excess of the amount set forth...[if the request] may be based on new requirements resulting from changes in State or Federal regulations and may require enhanced Federal funding support to implement. In general, changes requiring system modifications shall be performed by the Contractor as part of the Maintenance and Modifications Task support and shall not require a contract amendment or additional funding.

A memo signed March 3, 2014; Subject titled, Access Health CT Medicaid Eligibility Call Center Agreement, was written by Greg Jackson, the Contractor's Account Executive, to Mark Heuschkel, the Department's Executive Medical Administration Manager of Medical Operations', in the form of Exhibit B. The purpose of the memo was to document the agreement between HP and the Department for augmenting the HP Provider Assistance Call Center to include Call Center and operational support for the Access Health CT (AHCT) Medicaid Eligibility project defined in CR 10803. The agreement is hereby amended by deleting all provisions of the letter in their entirety, replacing its terms with the following:

- A. HPES will add a team of five (5) call center agents and three (3) processing clerks to provide the operational support for the Access Health CT (AHCT) Medicaid Eligibility project, as described below:
  - 1) The primary role of the Call Center Agents will be to:
    - a) Take incoming eligibility calls from providers who are presented with Access Health CT letters from clients,
    - b) Enter the required eligibility information into the MMIS,
    - c) Supply providers with the system generated temporary client ID, and
    - d) Provide instructions for sending the AHCT "Eligibility Decision for Health Care Coverage" letter to HPES.
  - 2) The primary role of the processing clerks will be to:
    - a) Finalize the eligibility entry process by validating the receipt of the AHCT letters from providers, and
    - b) Conduct outreach/follow-up with providers for such letters that have not been received or is invalid.
- B. The Department shall retain the flexibility to adjust staffing levels based on the call volumes over time. To allow for adequate ramp up or ramp down plans, HPES and the Department jointly agree to a thirty (30) day notice to change staffing levels.
- C. HPES will invoice the Department a monthly rate of \$5,700.00 per person per month for this support staff.
- D. HPES will continue to staff and support the AHCT eligibility process until notified by the Department to discontinue it.

#### 10. MAPIR CORE DEVELOPMENT

The MAPIR Collaborative and the Core HPES MAPIR Team shall continue to focus on the next phase of MAPIR, which will address requirements issued in the September 4, 2012 final rule for Medicare and Medicaid Programs; Electronic Health Record Incentive Program – Stage 3, as well as the ongoing support and enhancement of the MAPIR application.

- a) The term of the MAPIR Statement of Work will be 24 months, from October 1, 2014, through September 30, 2016.
- b) HPES will provide a dedicated team of core HPES resources to the MAPIR Collaborative design, develop, implement and support the core MAPIR application which enables administration of the Electronic Health Record Incentive Program.
- c) The first quarterly fee shall be due in December 2014. The costs of the MAPIR enhancement, ongoing support and maintenance will be divided equally between all MAPIR Collaborative Members that commit to the MAPIR 5 SOW dated June 5, 2014 for the term identified. As the number of participating states may vary, a tiered payment schedule is provided. The Department has committed to the SOW with the understanding that some of the Collaborative member states may not participate for the entire SOW period due to the end of an HPES state MMIS contract. In the event that any state needs to terminate its commitment to the MAPIR Collaborative, the state must provide written notice to the MAPIR Collaborative and HPES at least 60 days prior to the last day of the quarter in which they participate in the collaborative.
- d) The chart below shows the quarterly costs should the participating collaborative states be reduced. If less than nine (9) states, or more than thirteen (13) states, participate with the multi-state collaborative, HPES and the multi-state collaborative will mutually agree to amend the SOW and renegotiate the quarterly fee.

Number of States	13	12	11	10	9
Cost per quarter per state 10/1/2014-09/30/2016	\$63,487.62	\$68,778.25	\$75,030.82	\$82,533.90	\$91,704.33
Total Cost per state 10/1/2014-9/30/2016	\$507,900.96	\$550,226.00	\$600,246.56	\$660,271.20	\$733,634.64

The anticipated minimum and maximum cost for the design, development, deployment, and maintenance/support for the core MAPIR application based on participating states contract end dates are presented in the table below.

Timeframe	Minimum Total Cost (13 states participating entire SOW)	Possible Maximum Total Cost	Number of Participating States
Quarters 1-4 10/01/2014-09/30/2015	\$253,950.48	\$253,950.48	13
Quarter 5 09/30/2015-12/31/2015	\$63,487.62	\$68,778.25	12
Quarters 6-8 01/01/2016-09/30/2016	\$190,462.86	\$225,092.46	11
Total Cost Per State 10/1/2014-09/30/2016	\$507,900.96	\$547,821.19	

- e) In consideration of the quarterly payments, HPES shall provide the following software maintenance and technical support: HPES will maintain four separate and distinct development, system, and deployment test environments for the four latest releases. In addition to the physical hardware and software for these environments, HPES will support configuration management, system administration, and operational support (backups, patches, etc.). HPES will employ the leveraged HPES eLab environments for this effort. Core MAPIR application updates will be issued through

the scheduled software releases agreed to by the parties. Patches will be issued for “emergency” situations as agreed by the parties.

- f) With the approval of the MAPIR collaborative, releases will be made available to State HPES Project-Teams for deployment to the state-specific environments through the existing secure FTP server process.
- g) With each release, Core HPES MAPIR staff will update the appropriate CORE MAPIR technical and user documentation.

Version/Release	Scope Finalized*	Project Plan*	Business Design Document Approved*	Delivered* (with User Accepted Testing)
Release 5.5	09/15/2014	10/10/2014	11/14/2014	02/27/2015
Release 5.6	01/12/2015	02/06/2015	03/13/2015	10/15/2015
Release 5.7	03/30/2015	04/27/2015	06/26/2015	02/19/2016
Release 6.0 – Stage 3 MU EH’s	12/07/2015	01/08/2016	03/25/2016	09/23/2016

\*Target dates subject to change due to changes in requirements, shifts in MAPIR CMC priorities and new or updated CMS regulatory requirements that affect the incentive program.

#### 10. MAPIR-CT MMIS INTERGRATION/CUSTOMIZATION

A. The Connecticut HPES Technical Team (CT HPES Team) will integrate and customize the MAPIR Core enhancements for the CT MMIS. For each MAPIR release, the CT HPES Team will implement the changes required to integrate the functionality into the CT MMIS.

- 1) HPES will be paid the contract hourly modification hour rate for integration and customization of MAPIR releases/enhancements. These modification hours will be used for the technical definition, design, installation of core MAPIR enhancements and for CT Project Management support of MAPIR enhancements. The HPES CT MMIS team will produce design documentation and system test results as deliverable for the Department review and approval.
- 2) HPES and the Department jointly agree not exceed 2,500 modification hours in each of the two (2) Contract year extensions for the customization of ongoing MAPIR enhancements and maintenance upgrades for the CT MMIS. HPES will notify the Department of circumstances that impact this estimate. Hours in excess of the agreed upon estimate will not be included in the MAPIR modification hour invoice without prior Department approval. HPES will include MAPIR modification hours in the quarterly modification hour reporting, approval, and invoicing process. Modification hours for MAPIR will be tracked, reported, and invoiced separately from the base contract modification hour pool.
- 3) Modification hours expended to support the HIT/EHR/Incentive Payment Program, not directly associated with the integration and customization of MAPIR application, will be invoiced to the Department quarterly- using the contract modification hour approval and submission process. These hours will be tracked separately and will be invoiced to the Department on the HIT/EHR modification hour invoice as a separate line item.

11. The passing of the Sustainable Growth Rate (SGR) Bill delayed the adoption of the ICD-10 code sets, HPES will carry forward the ICD-10 implementation project under the terms and conditions defined in Amendment 6, Section 4. to meet the mandatory compliance date of October 1, 2015.
12. December 31, 2013 is the date of termination for the ConnPACE program. HPES and the Department jointly agree to modify the MMIS RFP Scope of Work Section C4.13 to remove the ConnPACE program requirements from this Contract.
13. All other terms and conditions of the MMIS Contract and subsequent amendments not addressed in this Amendment remain unchanged and in full force and effect to include but not limited to the following:

All-Inclusive Hourly Rates (HR) for Optional Modification Hours	Connecticut MMIS RFP Cost Proposal Appendix 11
MMIS Postage	Connecticut MMIS Contract Section 13.4
RetroDUR expansion	Amendment 3, paragraph 4
Additional Provider and Call Center representatives (HIT/EHR)	Amendment 4, paragraph 4
Additional Call Center representatives	Amendment 4, paragraph 5

The parties shall execute this Amendment Seven (7), which shall be scanned and emailed to all parties and retained by the Department, the Contractor, and by the Centers for Medicare and Medicaid Services (CMS), to be executed by their duly authorized representatives.

14. The original agreement and all subsequent amendments shall be appended to include the following:

The agreement shall meet all federal requirements related to 42 CFR Part 495 Standards for Electronic Health Record Technology Inventive Program Subpart D: Requirements Specific to the Medicaid Program Procurement standards applicable to the services being provided by HPES. Any changes to these requirements will be reviewed by the parties as to scope and price and addressed through the change control process of the contract. All other terms and conditions of the MMIS Contract and subsequent amendments not addressed in this Amendment remain unchanged and in full force and effect. The parties shall execute this Amendment Seven (7), which shall be scanned and emailed to all parties and retained by the Department, the Contractor, and by the Centers for Medicare and Medicaid Services (CMS), to be executed by their duly authorized representatives.

15. The "Health Insurance Portability and Accountability Act of 1996" as amended in Amendment Three is deleted and replaced by the following section:

**Health Insurance Portability and Accountability Act of 1996.**

- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and

- (d) The Contractor is a “business associate” of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), (Pub. L. 111-5, §§ 13400 to 13423)<sup>1</sup>, and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (collectively referred to herein as the “HIPAA Standards”).
- (f) Definitions
  - (1) “Breach” shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include an use or disclosure of PHI that violates the HIPAA Standards.
  - (2) “Business Associate” shall mean the Contractor.
  - (3) “Covered Entity” shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
  - (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
  - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
  - (6) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
  - (7) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
  - (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
  - (9) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
  - (10) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
  - (11) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
  - (12) “This Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.
  - (13) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.

- (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- (15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. 164.402.
- (g) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA standards.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the business associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards..
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate
- (A) restrict disclosures of PHI;
  - (B) provide an accounting of disclosures of the individual's PHI;
  - (C) provide a copy of the individual's PHI in an electronic health record; or
  - (D) amend PHI in the individual's designated record set,
- the Business Associate agrees to notify the Covered Entity, in writing, within five business days of the request.
- (15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
- (A) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
  - (B) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach.
- (A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
  - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. . A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and

email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

(C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:

1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, contact information for said official.

(D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) (C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.

(E) If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.

(F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.

(G) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(h) Permitted Uses and Disclosure by Business Associate.

- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- (2) Specific Use and Disclosure Provisions
  - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
  - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
  - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (i) Obligations of Covered Entity.
  - (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
  - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
  - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (j) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (k) Term and Termination.
  - (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

- (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
  - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
  - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination.

- (A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(l) Miscellaneous Sections.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

**All terms and conditions of the original contract, and any subsequent amendments thereto, which were not modified by this Amendment remain in full force and effect.**

**EXHIBIT A**  
**TO AMENDMENT 7**  
**TO DSS CONTRACT**  
**052EDS-MOP-01/05DSS6701IW**



Date: May 28, 2013  
To: Mark Heuschkel  
DSS  
From: Greg Jackson  
HP, Account Executive  
Subject: SSA Death Master File Billing Agreement

The purpose of this memorandum is to document the billing agreement between IIP and the Department for the purchase and annual subscription for SSA's Death Master File data. This agreement is covered under Section 1.5a Contract Modifications -- "The Contractor may make additional services available to the Department on a time and materials basis, per diem, or other mutually accepted financial basis as negotiated by project or activity."

HP will purchase the Social Security Administration Death Master File (DMF), and the annual subscription for monthly updates. This data will be integrated into the CT MMIS for automated processing.

HP will invoice the Department for these purchases as pass-through cost using the contract monthly invoicing process. HP will renew and invoice the Department in May each year for the annual subscription for this service until directed by the Department to discontinue.

The 2013 pricing information is documented in the table below. The price for the annual subscription is subject to pricing changes from the SSA death file vendor NTIS. The Department will be notified of price changes prior to HP renewing the subscription.

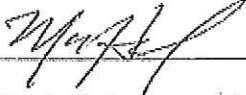
2013 -- Price for SSA DMF			
Product	Fee	Payment Frequency	Comments
SUB-5251: SSA Death Master File (Full File)	\$1,825	One Time	Purchasers of the Full File, who intend to keep their Death Master File current, ARE REQUIRED to purchase a subscription to the DMF Weekly or Monthly Updates file, beginning with the week or month following the closing date of the current Full File. This is a MANDATE from the Social Security Administration.
SUB-5446: SSA Death Master File Monthly Updates	\$4,100	Annual	Annual fee for monthly updates  (subject to NTIS pricing changes)



Please indicate your approval of this agreement by signing and returning this memo to me. If you have any questions, please contact me at 860-255-3842.

Thank you,

Greg Jackson

 Date: 6/12/13  
(Signature indicates approval)

cc: DSS: J. Shirley      HP: D. Gallagher  
     S. Ouellette      D. Zengel

HP OUT REF: 13-102-003

**EXHIBIT B**  
**TO AMENDMENT 7**  
**TO DSS CONTRACT**  
**052EDS-MOP-01/05DSS6710**



Date: March XX 2014

To: Mark Heuschkel  
DSS, Medical Operations Manager

From: Greg Jackson  
HP, Account Executive

Subject: Access Health CT Medicaid Eligibility Call Center Agreement

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The purpose of this memorandum is to document the agreement between HP and the Department for augmenting the HP Provider Assistance Call Center to include Call Center and operational support for the Access Health CT (AHCT) Medicaid Eligibility project defined in CR 10803. This agreement is covered under Section 1.5a Contract Modifications -- "The Contractor may make additional services available to the Department on a time and materials basis, per diem, or other mutually accepted financial basis as negotiated by project or activity."

HP is proposing adding a team of five (5) Call Center agents and three (3) processing clerks to provide operational support for the AHCT Eligibility process. HP has proposed this staff model assuming an average provider call volume of 200 calls per day.

The primary role of the Call Center agents will be to:

- Take incoming AHCT Eligibility calls from providers
- Enter the required eligibility information into the MMIS,
- Supply providers with the system generated temporary client ID
- Provide instructions for sending AHCT "Eligibility Decision for Health Care Coverage" letter to HP.

The primary role of the processing clerks will be to:

- Finalize the eligibility entry process by validating the receipt of the AHCT letters from providers
- Conduct outreach/follow-up with providers for AHCT letters that have not been received or is invalid.

HP will staff these positions providing the Department the flexibility to adjust staffing levels based on the call volumes over time. To allow for adequate ramp up or ramp down plans, HP would require a minimum of 30 day notice to change staffing once HP and the Department have agreed to a staffing level.

HP will invoice the Department a monthly rate of \$5,700 per person for this support staff. The contract monthly invoicing process will be used to invoice the department. HP will provide a unique invoice for this billing if required by the Department.



To allow for the lead time required to staff the Call Center, HP and the Department have agreed to a two phase approach for the bringing up the AHCT Eligibility process. The initial phase will be supported using the existing HP Call Center staff, and is targeted to begin April 1<sup>st</sup> 2014 and run through early May 2014. This phase will occur prior to the official notification of the eligibility process to the provider community. HP is anticipating the AHCT Eligibility call volume during this period to be between 50 and 75 calls per day. There will be no additional fee to the Department from HP for this service during this phase.

Once HP has staffed and trained the new positions, the Eligibility process will be transitioned from the existing Call Center staff. This transition will coincide with the publication of the bulletin informing the providers of the AHCT Medicaid Eligibility process. It is anticipated that this phase will begin in early to mid-May 2014. HP will continue to staff and support the AHCT Eligibility process until notified by the Department to discontinue it.

Please indicate your approval of this agreement by signing and returning this memo to me. If you have any questions, please contact me at 860-255-3842.

Thank you,

Greg Jackson

A handwritten signature in black ink, appearing to read 'Greg Jackson', written over a horizontal line.

Date:

3/31/14

(Signature indicates approval)

cc: DSS: S. Ouellette

HP: D. Gallagher  
C. LaPosta

## SIGNATURES AND APPROVALS

052EDS-MOP-01 / 05DSS6701IW A7

The Contractor IS a Business Associate under the Health Insurance Portability and Accountability Act of 1996 as amended.

Documentation necessary to demonstrate the authorization to sign must be attached.

### CONTRACTOR – HEWLETT-PACKARD

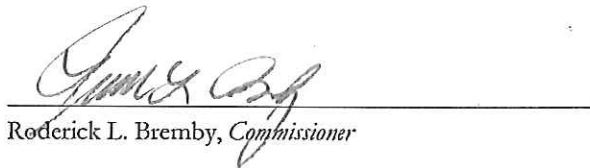


Diane Evenson  
General Manager  
Government Healthcare & Human Services

08/29/2014

Date

### DEPARTMENT OF SOCIAL SERVICES

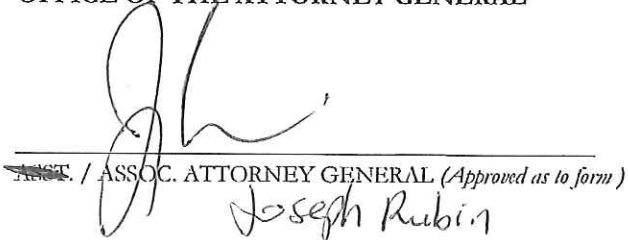


Roderick L. Bremby, *Commissioner*

9, 9, 2014

Date

### OFFICE OF THE ATTORNEY GENERAL



~~ASST.~~ / ASSOC. ATTORNEY GENERAL (*Approved as to form*)  
Joseph Rubin

9, 18, 14

Date